



eAdvantage® Terms of Use and Conditions Agreement

Please read these terms and conditions very carefully. If the customer desires to access this website, the customer must print this agreement and have it signed by an authorized officer. Customers should submit the completed agreement to the Federal Home Loan Bank of Des Moines by email to MFS-Membership@fhlbdm.com.

A. Modification and Monitoring of the Federal Home Loan Bank of Des Moines site

The Federal Home Loan Bank of Des Moines ("FHLB Des Moines") reserves the right, at its sole discretion, to change, modify, add, or remove portions of these terms and conditions at any time. FHLB Des Moines suggests that the Customer check these terms and conditions periodically for changes. If the Customer accesses FHLB Des Moines site after the Bank posts changes to the terms and conditions, the Customer accepts the changes. FHLB Des Moines expressly reserves the right to monitor any and all use of the FHLB Des Moines site.

B. Grant of License

FHLB Des Moines will grant to Customer a revocable license ("License") to access FHLB Des Moines eAdvantage banking service ("eAdvantage") provided that the Customer:

1. completes and submits to FHLB Des Moines the necessary information and forms as determined by FHLB Des Moines which will enable FHLB Des Moines to efficiently and effectively provide the eAdvantage service covered by this Agreement.
2. agrees to and follows the policies and procedures relative to eAdvantage.
3. has the technological capability to access eAdvantage. If not, the Customer must be willing to incur the expense and cost for such capability.

C. Customer's Obligations

The Customer:

1. must accurately complete and submit to FHLB Des Moines, the applicable form(s) for a change in the status of a User Administrator (as defined in FHLB Des Moines "Guide to eAdvantage User Administration").

A change of status means:

- ◆ termination of employment or authorization of the User Administrator
- ◆ appointment of a new User Administrator
- ◆ any change of the information associated with the User Administrator.

2. understands and agrees that this Agreement is valid and enforceable against the Customer when it is signed by an authorized officer of the Customer and received by FHLB Des Moines.
3. will receive from FHLB Des Moines a password and User ID that will allow the Customer to access eAdvantage, as well as a second factor of security for transaction access. It is the responsibility of the Customer to maintain the integrity and confidentiality of the password, User ID, and second security factor. The Customer shall not hold FHLB Des Moines responsible or liable for any damages, losses and/or injuries the Customer may sustain as the result of authorized or unauthorized use of the Customer's password, User ID, and/or second security factor.
4. shall adhere to the policies and procedures adopted from time to time by FHLB Des Moines relative to eAdvantage.

D. eAdvantage User Administrator

The Customer understands and agrees:

1. and hereby represents that the person(s) the Customer selects as the eAdvantage User Administrator is authorized to, and has the authority to enable/authorize another person or other persons to obtain the report(s), perform the function(s)/transaction(s) and/or engage in the financial activities that are offered or will be offered by eAdvantage. Such report(s), function(s)/transaction(s), and/or activities include, but are not limited to, arranging advances, transferring funds from and to Customer's accounts, retrieving Customer's account reports, and establishing securities safekeeping arrangements. The Customer will receive instructions from FHLB Des Moines to obtain a second factor for authentication and access to eAdvantage.
2. that FHLB Des Moines will not confirm the authority of the person or persons obtaining report(s), performing function(s)/transaction(s) and engaging in financial activities via eAdvantage.
3. it is the responsibility of the Customer to maintain the integrity and confidentiality of the password, User ID, and other security/authentication information. The Customer shall not hold FHLB Des Moines responsible or liable for any damages, losses and/or injuries the Customer may sustain as the result of authorized or unauthorized use of the Customer's authentication information.

E. Copyrights and Restrictions on Use of Materials

FHLB Des Moines owns and operates this site. All trademarks, service marks and trade names (if any) displayed on this site are proprietary to FHLB Des Moines. Customers shall not display or utilize such trademarks, service marks and/or trade names in any way without the prior written consent of FHLB Des Moines.

Other users and sites may not:

1. copy, reproduce, republish, upload, post, transmit, or distribute in any way material(s) from FHLB Des Moines site or any FHLBank site owned, operated, licensed, or controlled by FHLB Des Moines.

2. copy, modify, or display FHLB Des Moines name, logo, text, or graphic images in any way without FHLB Des Moines express written permission.
3. redeliver any of the pages, text, images, or other content of FHLB Des Moines site using "framing" technology without FHLB Des Moines express written permission.
4. modify or use the pages, text, images, or other content from FHLB Des Moines site for any other purpose; doing so is a violation of FHLB Des Moines proprietary rights.
5. use devices (including software) that are designed to provide repeated automated access to FHLB Des Moines site other than those made generally available by FHLB Des Moines. FHLB Des Moines reserves the right to take all measures necessary to prevent such access.
6. include "FHLB Des Moines," or any variation thereof as a metatag, hidden textual element, or any other indicator that may create an impression that FHLB Des Moines has an affiliation with any user and/or site, or that FHLB Des Moines has sponsored or endorsed any user and/or site.

F. Disclaimers

1. There are no implied or express warranties on the materials in this site; the materials are provided **"AS IS."**
2. FHLB Des Moines disclaims, to the fullest extent of the law, any warranty of any kind, whether express or implied, as to any matter whatsoever relating to this service, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Use of this service is at the Customer's own risk.
3. FHLB Des Moines intends that the information contained in this service be accurate and reliable; however, errors sometimes occur. FHLB Des Moines does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected within a specific time period, or that this site or the servers that make it available are free from viruses or other harmful components.
4. The Customer (and not FHLB Des Moines) assumes the entire cost of all necessary servicing, repairs, or corrections of Customer's property or operations as a result of using this site.
5. By accessing this site, the Customer accepts at the Customer's own risk that the internet and online communications medium may not perform as intended despite the efforts of FHLB Des Moines, the Customer and the Customer's internet service provider.

G. Limitation of Liability

The Customer understands and agrees that:

1. FHLB Des Moines is not liable under any circumstances, including, but not limited to, negligence for any special or consequential damages that may result from the use of, or the inability to use, the materials on this site, even if FHLB Des Moines or a Bank-authorized representative has been advised of the possibility of such damages.

2. FHLB Des Moines is not liable for damages or injuries, including, but not limited to, damages or injuries caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information, whether resulting, in whole or in part, from breach of contract, tortious behavior, negligence, or otherwise.

H. Third-Party Content

FHLB Des Moines is in no way responsible for the content of any site owned by a third party that may be linked to FHLB Des Moines site via hyperlink, whether such hyperlink is provided by FHLB Des Moines or by a third party. No judgment or warranty is made with respect to the accuracy, timeliness, or suitability of the content of any site to which access to FHLB Des Moines site may occur, including information on the site regarding FHLB Des Moines. FHLB Des Moines takes no responsibility therefore. FHLB Des Moines likewise is not responsible for content that appears on its site that may be provided by a third party. FHLB Des Moines is not responsible for the accuracy of information provided by other sites.

I. Jurisdictional Issues and Applicable Law

Unless otherwise specified, FHLB Des Moines controls and operates this site from its headquarters in the City of Des Moines, State of Iowa. FHLB Des Moines does not claim that materials in this site are appropriate or available for use in locations other than District Eight (8) of the Federal Home Loan Bank System. If the Customer chooses to access this site from other locations, the Customer does so on the Customer's own initiative, and the Customer is responsible for compliance with any applicable local laws.

The laws of the United States and the State of Iowa govern this Agreement. If the Customer takes legal action relating to this Agreement, the Customer agrees to file such action only in the District Court of Iowa located in Des Moines, Iowa, or the United States District Court for the Southern District of Iowa, and the Customer consents and submits to the personal jurisdiction of said courts for the purposes of litigating any such action.

J. Termination

Either party may terminate this Agreement at any time by:

1. providing a 30-day notice of the party's intent to terminate this Agreement; and
2. Agreeing on a date on which the Customer's password, User ID, and/or second factor of security shall be deactivated.

FHLB Des Moines will terminate this Agreement and the Customer's access to this site immediately without notice if FHLB Des Moines determines, in its sole discretion, that the Customer has failed to comply with any terms or conditions of this Agreement.

K. Integration and Severability

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severed from the other terms and conditions and will not affect the validity and enforceability of the remaining provisions. The preceding terms and conditions represent the entire agreement between FHLB Des Moines and the Customer relating to the subject matter of this Agreement.

I, _____, am an officer (or common officer) of the following
Name
Customer(s). I represent and warrant that I have the authority to enter into this
Agreement on behalf of each Customer.

(Please list lead institution on first line.)

<u>Institution</u>	<u>City, State</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

Each customer hereby accepts the Terms and Conditions of this Agreement in
order to access FHLB Des Moines eAdvantage Signed this _____ day
of _____, _____.

Signature

Title

Warning

All Federal Home Loan Bank of Des Moines Telecommunications and Information Systems and related equipment are for the communication, transmission, processing and storage of Bank information only. These systems and equipment are subject to monitoring to ensure proper functioning, to protect against improper or unauthorized use or access, to verify the presence or performance of applicable security features or procedures and for like purposes. Such monitoring may result in the acquisition, recording and analysis of all data being communicated, transmitted, processed, or stored in this system by a customer. If monitoring reveals possible evidence of criminal activity, such evidence shall be provided to law enforcement personnel.

ANYONE USING THIS SYSTEM EXPRESSLY CONSENTS TO SUCH MONITORING